

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

FRACTUS, S.A.,

Plaintiff,

V.

AT&T MOBILITY LLC,

T-MOBILE US, INC., T-MOBILE USA, INC.,

VERIZON COMMUNICATIONS INC.,
CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS,

Defendants.

CIVIL ACTION NO. 2:18-CV-00135-JRG
LEAD CASE

CIVIL ACTION NO. 2:18-CV-00137-JRG
MEMBER CASE

CIVIL ACTION NO. 2:18-CV-00138-JRG
MEMBER CASE

ORDER MEMORIALIZING
AGREEMENT AND SETTING TRIAL SCHEDULE

The Court held a status conference in the above-captioned cases to discuss with the parties the appropriate scheduling of trials among this group of consolidated cases. After meeting and conferring the parties agreed upon an order for trial, which the parties announced into the record and the Court accepted as announced. This Order memorializes that agreement as announced into the record. This Order does not limit the agreement as announced in any way.

The parties agreed that the parties will conduct a first trial as to all products accused of infringement across all three cases that are manufactured by Intervenor-Defendant CommScope Technologies LLC (“CommScope”), and only those products, and that such trial shall include Defendants T-Mobile US, Inc. and T-Mobile USA, Inc. (collectively, “T-Mobile”); Defendants

Verizon Communications Inc. and Cellco Partnership d/b/a Verizon Wireless (collectively, “Verizon”); and Intervenor-Defendant CommScope.

The parties further agreed that the parties will conduct a second trial as to all products accused of infringement across all three cases that are manufactured by Intervenor-Defendant CellMax Technologies AB (“CellMax”), and only those products, and that such trial shall include Defendant T-Mobile and Intervenor-Defendant CellMax.

The parties further agreed that the setting of trials to resolve any outstanding claims against Defendants T-Mobile and Verizon not resolved in these two trials, and related to accused products not manufactured by either CommScope or CellMax, shall be taken up at a future date, as set by the Court.

The parties further agreed that no issue preclusion shall attach as to any subsequently held trial with respect to any preceding trial held pursuant to this agreement and that any defenses asserted in these cases shall be available to Defendants in any subsequent trial notwithstanding any preceding trial held pursuant to this agreement, nor shall any argument or evidence regarding the result or effect of any preceding trial be properly useable or admissible before the jury in any subsequent trial held pursuant to this agreement.

All parties agreed to waive their respective rights under 35 U.S.C. § 299 to the extent necessary to effectuate this agreement and only to that extent.

The Court **ACCEPTS** this agreement as recited into the record and agreed to by all parties and **ORDERS** that such agreement shall govern the conduct of trial in these consolidated cases.

To facilitate the above, it is therefore **ORDERED** that all claims against Defendants T-Mobile and Verizon and Intervenor-Defendant CommScope related to products accused of infringement and manufactured by CommScope, and only those products, across the above-

captioned cases are hereby **SEVERED** into a new case, which case is **SET** for trial to commence with jury selection on **Monday, September 9, 2019, at 9:00 a.m.** under the style *Fractus, S.A. v. CommScope Technologies LLC, T-Mobile U.S., Inc., T-Mobile USA, Inc., Verizon Communications Inc., and Cellco Partnership d/b/a Verizon Wireless.*

Likewise, it is further **ORDERED** that all claims against Defendant T-Mobile and Intervenor-Defendant CellMax related to products accused of infringement and manufactured by CellMax, and only those products, across the above-captioned cases are hereby **SEVERED** into a new case, which case is **SET** for trial to commence with jury selection on **Thursday, October 3, 2019, at 9:00 a.m.** under the style *Fractus, S.A. v. CellMax Technologies AB, T-Mobile U.S., Inc., and T-Mobile USA, Inc.*

All other claims shall remain pending in the above-captioned cases, and trial of such claims is continued until further order of the Court.

The new cases brought about by this severance are hereby **CONSOLIDATED** for pre-trial purposes with the LEAD CASE, Case No. 2:18-cv-135-JRG. (*See* Dkt. No. 19.) All pre-trial motions and other filings shall continue to be filed in the lead case.

So ORDERED and SIGNED this 25th day of July, 2019.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE